



**GAGA-2005-I-0006**  
**Lease of Refrigerated Trucks**

**SECTION B: SUPPLIES OR SERVICE AND PRICE/COST**

- B. The District of Columbia Public Schools (DCPS), Division of Foods and Nutrition Services has a requirement to lease new or used (2003 or newer) cab over refrigerated trucks to transport food items to and/or from various locations within the D.C. Public Schools system, Monday through Friday except school and legal holidays. This Invitation for Bid (IFB) is broken down into two sections for bidders to submit bid prices – Section B.2 for new refrigerated trucks and Section B.3 for used 2003 or newer refrigerated trucks.

**B.1 LEASED REFRIGERATED TRUCKS**

- B.1.1 The bidder shall provide new or used (2003 or newer) cab over refrigerated trucks to DCPS, Food and Nutrition Services, The leased trucks shall have the capability of maintaining appropriate temperatures for transporting different food items whether perishable or non-perishable. Each bidder must submit a unit price and total price for the base period, option period one (fourth year) and option period two (fifth year). The monthly fixed rate shall include 10,000 annual miles and 1500 annual refrigerant hours for each truck and preventative maintenance services.

**B.2 BID FOR NEW REFRIGERATED TRUCKS**

The DCPS intends to lease five (5) new cab over refrigerated trucks:

Three (3) trucks shall be 20-22 feet, 33,000 pound gross vehicle weight and two (2) trucks shall be 16 feet, gross vehicle weight 14,500 pounds – 25,950 pounds.

**B.2.1 BASE PERIOD (THREE (3) YEARS) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE (36 Months)	EXTENDED PRICE
1. 20 – 22 foot new refrigerated truck Make/Model:_____	3	\$_____	\$_____

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

Excess hours will be billed at \$\_\_\_\_\_ per hour.

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2. 16 **foot new** refrigerated truck 2 \$\_\_\_\_\_ \$\_\_\_\_\_  
Make/Model:\_\_\_\_\_

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

BASE PERIOD TOTAL: \$\_\_\_\_\_

NOTE: Bidders may offer either 5 new or 5 used **cab over** refrigerated trucks, or, if capable, may offer a bid in both categories. DCPS intends to make award for either 5 new or 5 used refrigerated trucks.

**B.2.1.1 REPAIRS**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

Hourly Rate \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.2.1.2 LICENSES AND PERMITS**

**Price to include all licensing and permits.**

**B.2.2 OPTION PERIOD ONE (YEAR FOUR) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

- | ITEM DESCRIPTION  | EST. QUANTITY | UNIT PRICE<br>(12 Months) | EXTENDED PRICE |
|---|---------------|---------------------------|----------------|
| 3. 20 – 22 <b>foot new</b> refrigerated truck<br>Make/Model:_____ | 3             | \$_____                   | \$_____        |

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

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Excess hours will be billed at \$\_\_\_\_\_ per hour.

2. 16 foot new refrigerated truck 2 \$\_\_\_\_\_ \$\_\_\_\_\_  
Make/Model:\_\_\_\_\_

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

Excess hours will be billed at \$\_\_\_\_\_ per hour.

OPTION PERIOD ONE TOTAL: \$\_\_\_\_\_

**B.2.2.1 REPAIRS**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

Hourly Rate \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.2.2.2 LICENSES AND PERMITS**

Price to include all licensing and permits.

**B.2.3 OPTION PERIOD TWO (YEAR FIVE) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

- | ITEM DESCRIPTION   | EST. QUANTITY | UNIT PRICE<br>(12 Months) | EXTENDED PRICE |
|--|---------------|---------------------------|----------------|
| 1. 20 – 22 foot new refrigerated truck<br>Make/Model:_____ | 3             | \$_____                   | \$_____        |

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

Excess hours will be billed at \$\_\_\_\_\_ per hour.

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2. 16 **foot new** refrigerated truck 2 \$\_\_\_\_\_ \$\_\_\_\_\_  
Make/Model:\_\_\_\_\_

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

OPTION PERIOD TWO TOTAL: \$\_\_\_\_\_

**B.2.3.1 REPAIRS**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

Hourly Rate \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.2.3.2 LICENSES AND PERMITS**

**Price to include all licensing and permits.**

GRAND TOTAL (All Periods): \$\_\_\_\_\_

**B.3 LEASED REFRIGERATED TRUCKS – USED (2003 OR NEWER)**

- B.3.1 The bidder shall provide used 2003 or newer leased **cab over** refrigerated trucks to DCPS, Division of Food and Nutrition Services. The leased trucks shall have the capability of maintaining appropriate temperatures for transporting different food items whether perishable or non-perishable. The bidder must submit a unit price and total price for the base period, option period one (fourth year) and option period two (fifth year). The monthly fixed rate shall include **10,000** annual miles **and 1500 annual refrigerant hours** for each truck and **preventative** maintenance services.

**Lease of Refrigerated Trucks****B.4 BID FOR USED REFRIGERATED TRUCKS (2003 or newer)**

The DCPS intends to lease five (5) used **cab over** refrigerated trucks:

Three (3) trucks shall be 20-22 feet, 33,000 pound gross vehicle weight and two (2) trucks shall be 16 feet, gross vehicle weight 25,950 pounds – 14,500 pounds.

**B.4.1 BASE PERIOD (THREE (3) YEARS) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE (36 Months)	EXTENDED PRICE
1. 20 – 22 <b>foot used</b> refrigerated truck Make/Model:_____	3	\$_____	\$_____

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

2. 16 <b>foot used</b> refrigerated truck Make/Model:_____	2	\$_____	\$_____
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Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

BASE PERIOD TOTAL: \$\_\_\_\_\_

NOTE: Bidders may offer either 5 new or 5 used **cab over** refrigerated trucks, or, if capable, may offer a bid in both categories. DCPS intends to make award for either 5 new or 5 used refrigerated trucks.

**B.4.1.1 REPAIRS**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

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Hourly Rate     \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.4.1.2 LICENSES AND PERMITS**

Price to include all licensing and permits.

**B.4.2 OPTION PERIOD ONE (YEAR FOUR) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE (12 Months)	EXTENDED PRICE
1. 20 – 22 foot used refrigerated truck Make/Model:_____	3	\$_____	\$_____

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

Excess hours will be billed at \$\_\_\_\_\_ per hour.

2. 16 foot used refrigerated truck Make/Model:_____	2	\$_____	\$_____
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Excess mileage will be billed at \$\_\_\_\_\_ per mile.

Excess hours will be billed at \$\_\_\_\_\_ per hour.

OPTION PERIOD ONE TOTAL:                     \$\_\_\_\_\_

**B.4.2.1 REPAIRS**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

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Hourly Rate     \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.4.2.2 LICENSES AND PERMITS**

Price to include all licensing and permits.

**B.4.3 OPTION PERIOD TWO (YEAR FIVE) – AGGREGATE GROUP AWARD ITEMS 1-2**

Brand Name:

ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE (12 Months)	EXTENDED PRICE
1. 20 – 22 <b>foot used</b> refrigerated truck Make/Model:_____	3	\$_____	\$_____

Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

2. 16 <b>foot used</b> refrigerated truck Make/Model:_____	2	\$_____	\$_____
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Excess mileage will be billed at \$\_\_\_\_\_ per mile.

**Excess hours will be billed at \$\_\_\_\_\_ per hour.**

OPTION PERIOD ONE TOTAL:                     \$\_\_\_\_\_

**B.4.3.1 REPAIRS**



**Lease of Refrigerated Trucks**

Bidders shall offer an hourly labor rate for repairs beyond the scope of regularly scheduled maintenance service required under Section C.3 below:

Hourly Rate     \$\_\_\_\_\_

Parts required will be charged to DCPS on a cost reimbursable basis at those prices normally available to the best commercial or government customers, whichever is less.

**B.4.3.2 LICENSES AND PERMITS**

Price to include all licensing and permits.

**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1        BACKGROUND**

**C.1.1**        The District of Columbia Public Schools (DCPS), Division of Food and Nutrition Services (FNS) is seeking a contractor to provide new and/or used 2003 or newer cab over refrigerated trucks, with maintenance service, on a lease basis.

**C.2        STATEMENT OF WORK**

**C.2.1**        The Contractor shall provide new/used refrigerated trucks capable of maintaining temperatures at zero degree F to 10 degrees F.

**C.2.2**        The Contractor shall provide operational level maintenance on all trucks in accordance with Section C.3.2.

**C.2.3**        The Contractor shall provide DCPS, Division of Food and Nutrition Services with replacement trucks of similar style and function, at no cost to DCPS, during operational level maintenance or when a truck is otherwise unavailable for use.

**C.2.4**        The Contractor shall provide preventive maintenance schedules sufficient to maintain the trucks and refrigeration units in good operating condition.

**C.3        REFRIGERATION TRUCK SPECIFICATIONS**

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C.3.1 The Contractor shall provide **three** new/used **cab over 20 to 22 foot** refrigerated trucks, brand name **Ford** or equal product, with the following required characteristics:

Color	White
Cab Type	Cab over
Tires	All Weather
Steering	Power Steering
Engine	Diesel
Wheel Base, Rear Axle	Standard
Other	Fold under lift-gate – 2500 lbs to 3000 lbs capacity ThermoKing x214 Compressor (or equivalent) capable of maintaining temperature range of zero degrees to 10 degrees F Side Door – Right Side 4' from front of Box Air Conditioning AM/FM Radio E Tracking inside of Box
Transmission	Automatic
Gross Vehicle Weight	33,000 Pounds

C.3.2 The Contractor shall provide two new/used cab over 16 foot refrigerated trucks, brand name Ford or equal product, with the following required characteristics:

Color	White
Cab Type	Cab over
Tires	All Weather
Steering	Power Steering
Engine	Diesel
Wheel Base, Rear Axle	Standard
Other	Fold under lift-gate – 2500 lbs to 3000 lbs capacity ThermoKing x214 Compressor (or equivalent) capable of maintaining temperature range of zero degrees to 10 degrees F Side Door – Right Side 4' from front of Box Air Conditioning AM/FM Radio E Tracking inside of Box
Transmission	Automatic
Gross Vehicle Weight	14,500 pounds – 25,950 pounds

C.3.3 **MAINTENANCE**

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C.3.3.1 Provide organizational level maintenance services at a location within **ten (10)** miles to 3535 V Street, N.E., Washington, D.C. 20018, or provide all services at that address. Services shall normally be provided during the bidder's normal business hours. DCPS will return each vehicle to the Contractor's maintenance facility for regularly scheduled maintenance, adjustments and repairs at such scheduled time as agreed upon by the parties. DCPS will ensure that all leased vehicles are delivered to the Contractor's maintenance facility for regular maintenance based on the manufacturer's preventive maintenance schedule.

"Organizational level maintenance" is defined as follows:

- a. Provision oil, lubricants, grease, antifreeze, tires, tubes and all other operating supplies and accessories necessary for the practical and efficient operation of the leased vehicles. DCPS will provide all fuel necessary for the operations of the vehicles.
- b. Maintenance of the leased vehicles to include furnishing all labor and parts that may be required to keep them in good operating condition. DCPS will be responsible for washing and cleaning of all vehicles, including keeping them in a sanitary and presentable conditions.
- c. Utilization of a maintenance management system for maintaining comprehensive vehicle repair histories, scheduling preventive maintenance inspections and complying with recall notifications. DCPS may inspect and review all vehicle records during normal business hours.

### **C.4 WARRANTY**

- C.4.1 All new vehicles shall be covered under a full manufacturers warranty for the base period and extended warranty available for each option period.
- C.4.2 All used vehicles shall have maintenance coverage – comparable to new vehicles warranty – included in the offered price.

## **SECTION D: PACKAGING AND MARKING**

- D.1 The packaging and marking requirements for the resultant contract will be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April, 2003, Attachment J1.

## **SECTION E: INSPECTION AND ACCEPTANCE**

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- E.1 The inspection and acceptance requirements for the resultant contract will be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April, 2003, Attachment J1.
- E.2 The Contractor shall be responsible for providing new or used leased refrigerated trucks covered by this contract until expiration or termination of the contract.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates award of Firm Fixed Price contract.

**F.2 TERM OF CONTRACT (BASEYEAR)**

- F.2.1 The term of the contract is for three (3) years from the date of award.

**F.3 OPTION PERIODS**

- F.3.1 This contract contains two (2) one year options. These option terms will follow the base period upon expiration of that term, for a potential contract period of five (5) years subject to the approval of the Board of Education.

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- F.4.1 The DCPS may extend the term of this contract for two (2) one year option periods, or fraction thereof. DCPS shall give the contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary written notice does not commit DCPS to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the sixty (60) day notice requirements by providing a written notice to the Contracting Officer.
- F.4.2 The prices for each option period shall be as specified in the contract.
- F.4.3 If the DCPS exercises this option, the extended contract shall be considered to include this option provision.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Invoice Payment**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 Invoice Submittal**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below. The address of the CFO is:

Office of the Chief Financial Officer  
825 North Capitol Street, N.E., 7<sup>th</sup> Floor  
Washington, D.C. 20002  
202-442-5330

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1** Contractor's name, Federal tax ID, ~~DUNS number~~ and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number **and purchase order number.**
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

**G.2.2.8** Authorized signature.

**G.3 METHOD OF PAYMENT**

The District will pay the amount due to Contractor under this contract in accordance with the terms of the contract and upon presentation of properly executed invoice.

**G.4 ASSIGNMENTS**

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign moneys due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.5 CONTRACTING OFFICER (CO)**

**G.5.1** Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Ms. Glorious Bazemore  
District of Columbia Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7<sup>th</sup> Floor  
Washington, D.C. 20002  
202-442-5111

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

~~Catherine Lynch~~  
**Thomas E. Migliorini**  
Division of Food and Nutrition Services  
3535 V Street, N.E.  
Washington, D.C. 20018  
202-576-7400

- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

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The Contractor shall be bound by the Wage Determination No. 1994-2103 Rev. 32 dated May 27, 2004, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351) and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

**H.2 AUDITS, RECORDS, AND RECORD RETENTION**

**H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.2.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

**H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.



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**H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

**H.4 CONFLICT OF INTEREST**

**H.4.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).

**H.4.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**SECTION I: CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April, 2003, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, are incorporated as part of the contract resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

**I.6 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement (*Insert Attachment #*) executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

**I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.8 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.9 CONTINUITY OF SERVICES**

I.9.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.9.1.1 Furnish phase-out, phase-in (transition) training; and

I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.10.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.10.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

I.10.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

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- I.10.5 Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St. N.E. #701, Washington, DC 20002, with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

### **I.11 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

### **I.12 CONTRACTS THAT CROSS FISCAL YEARS**

- I.12.1 Continuation of this contract beyond the base year is subject to the availability of funds. The legal liability on the part of the District Government for the payment of any money shall not arise until such appropriation has been made.
- I.12.2. If funds are not appropriated or otherwise made available for the continued performance in a subsequent option year, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge the District and the Contractor from costs of future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs, authorized by the contracting officer, incurred but not amortized, in the price of the supplies or services delivered under the contract.

### **I.13 PRE-AWARD APPROVAL**

- I.13.1 The award and enforceability of this contract is contingent upon the approval of the District of Columbia Public Schools Board of Education. In accordance with Chapter 37 of Title 5 DCMR §3702.10, contract actions for goods and services exceeding one hundred thousand (\$100,000.00) must be submitted to the Board of Education for approval.

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- I.132 The award and enforceability of this contract is contingent upon Council Approval:  
In accordance with the Council Contract Review Criteria Amendment Act of 1999,  
D.C. Code 2-301.05a, the Mayor must submit to the Council for approval any  
contract action over one million dollars.
- I.7.3 In accordance with D.C. Code 1-1139©, the Council must approve award of any contract that  
has obligations that extend beyond the fiscal year for which appropriated.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and  
Services Contracts, April, 2003.
- J.2** LSDBE Certification Package
- J.3** Wage Determination No. 1994-2103 (Revision No. 32 dated 5/27/04)
- J.4** E.E.O. Information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** First Source Employment Agreement

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF BIDDERS**

- K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990):**

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**K.1.1** Definitions. As used in this provision:

**K.1.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.1.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**K.1.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.1.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.1.1.5 Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

**K.1.1.6 Individual:** means a bidder/contractor that has no more than one employee including the Bidder/Contractor.

**K.1.2** By submission of its bid, the Bidder, if other than an individual, who is making a bid that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

**K.1.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

**K.1.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:

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- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**K.1.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

**K.1.2.4** Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

**K.1.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

**K.1.2.6** Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

**K.1.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

**K.1.3** By submission of its bid, the Bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the Bidder will not engage in the unlawful manufacture, distribution,

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dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

**K.1.4** Failure of the Bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Bidder unqualified and ineligible for award.

**K.1.5** In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.2 TAX CERTIFICATION**

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J 5.

**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Bidder, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_  
an individual,

\_\_\_\_\_ a partnership  
\_\_\_\_\_ a nonprofit organization, or  
\_\_\_\_\_ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

\_\_\_\_\_ an individual  
\_\_\_\_\_ a joint venture, or  
\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.4 EMPLOYMENT AGREEMENT**

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents.



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Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia. At least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Contracts", dated June 10, 1985 and the Office of Local Business Development regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Local Business Development regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub contractors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

**K.6 WALSH-HEALY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**K.7 BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 1183.16 that:
- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Contract, or
    - (iii) the methods or factors used to calculate the prices in the Contract;
  - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 CONTRACT AWARD**

The District contemplates award of Firm Fixed Price contract.

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.3** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

**L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and *one* copy. Bids shall be typewritten in 12 point font size on 8.5" by 11" bond paper. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GAGA-2004-I-0035 Lease of Refrigerated Trucks"**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

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L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **3:00 P.M.** local time on \_\_\_\_\_.

**L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.5.3 Late Submissions**

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A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.5.4 Late Modifications**

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.6 HAND DELIVERY OR MAILING OF BIDS**

**DELIVER OR MAIL TO:**

Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7<sup>th</sup> Floor  
Room 7066  
Washington, D.C. 20002

**L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 10 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.9 FAILURE TO SUBMIT BIDS**

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Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracts and Acquisitions, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting

Officer of the District of Columbia Public Schools of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer of the District of Columbia Public Schools that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.10 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.11 SIGNING OF BIDS**

- L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

**L.13 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

**L.14 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.14.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.14.2** District of Columbia, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.14.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.14.4** The District reserves the right to request additional information regarding the Bidder's Organizational status.

**L.15 STANDARDS OF RESPONSIBILITY**



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The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.15.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.15.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.15.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.15.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

**L.15.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

**L.15.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.15.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

**L.16 BRAND NAME OR EQUAL**

**L.16.1** The brand name used in this Invitation for Bid is for the purpose of describing the standard of quality, performance and characteristics desired by DCPS and is not intended in any way whatsoever to limit or restrict competition. The brand name product is \_\_\_\_\_.

## **SECTION M: EVALUATION FACTORS**

### **M.1**

#### **A. CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

**1. Preference for Local Businesses, Disadvantage Businesses, Resident Business Ownerships or Businesses Operating in an Enterprise Zone**

**a. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);**

2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;

3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and

4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

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Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of four points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not

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own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that difference preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**c. Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside**

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE , DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the

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subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

**3. Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

**4. Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
  - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

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In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Attachment \_\_\_\_ contains the Self-Certification Package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**5. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**6. Local, Small, and Disadvantaged Business Enterprise Subcontracting**

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**B. CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE**

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Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), \_\_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause \_\_\_\_\_, Subcontracting Plan and Clause \_\_\_\_\_, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

**C. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE**

**1. Subcontracting Plan**

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;

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- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

**2. Liquidated Damages**

If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of \$ 100.00 , for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.

Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate



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that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.

If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.